

MATERIAL TRANSFER AGREEMENT

This MATERIAL TRANSFER AGREEMENT (this "**Agreement**"), is effective as of this **26** day of February, 2010 (the "**Effective Date**"), by and between **SANOFI-AVENTIS U.S. INC.**, with offices at 1041 Route 202-206, P.O. Box 6800, Bridgewater, NJ 08807-0800 ("**SANOFI-AVENTIS**") and the United States Environmental Protection Agency, Office of Research and Development, National Center for Computational Toxicology, with offices at 109 TW Alexander Dr., Research Triangle Park, NC 27711 ("**EPA**"). SANOFI-AVENTIS and EPA are each referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, SANOFI-AVENTIS is in possession of certain proprietary compounds, more fully described in Exhibit A (which, in any form or any of its intermediates and derivatives, shall comprise the "**SANOFI-AVENTIS COMPOUNDS**") and certain INFORMATION (as defined in **Section 4** below);

WHEREAS, EPA desires to receive INFORMATION and SANOFI-AVENTIS COMPOUNDS solely for the purpose of conducting research activities as more fully described in Exhibit B attached hereto (the "**ToxCast™ PROGRAM**");

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the Parties hereto agree as follows:

1. **Limited Right of Use of SANOFI-AVENTIS COMPOUNDS.** EPA shall use the SANOFI-AVENTIS COMPOUNDS solely for the ToxCast™ PROGRAM. EPA will not chemically or biologically modify the SANOFI-AVENTIS COMPOUNDS, except as may be explicitly permitted in furtherance of the ToxCast™ PROGRAM, unless otherwise agreed to in writing by SANOFI-AVENTIS. EPA shall not transfer the SANOFI-AVENTIS COMPOUNDS, or any part of the SANOFI-AVENTIS COMPOUNDS, to any third party. EPA shall be responsible for ensuring that the SANOFI-AVENTIS COMPOUNDS are only used by and made accessible to, the Principal Investigator and Co-Investigators identified in Exhibit B attached hereto, and any other of EPA's employees who are responsible for the performance of the ToxCast™ PROGRAM. The SANOFI-AVENTIS COMPOUNDS shall be stored and used at EPA's facility set forth on Exhibit B. EPA will not administer the SANOFI-AVENTIS COMPOUNDS, or any materials produced from the SANOFI-AVENTIS COMPOUNDS, to humans. EPA UNDERSTANDS THAT THE SANOFI-AVENTIS COMPOUNDS IS PROVIDED SOLELY FOR CERTAIN RESEARCH USE ONLY AND HAS NOT BEEN APPROVED FOR HUMAN USE. USE OF THE SANOFI-AVENTIS COMPOUNDS IN HUMANS IS SPECIFICALLY PROHIBITED.

2. **Use of SANOFI-AVENTIS COMPOUNDS in Animals.** If animals are to be used in any screening or studies of SANOFI-AVENTIS COMPOUNDS by EPA, EPA represents and warrants that (A) the principal investigator conducting the research to be performed in furtherance of the ToxCast™ PROGRAM is an expert in conducting tests in vitro or in animals used only for laboratory research approaches; (B) no animal will be

kept as a domestic pet or livestock; (C) no animal tissues or by-products (e.g., milk, eggs, etc.) derived from such animals will be used for food; (D) all studies and tests have been reviewed and approved by an appropriate Institutional Animal Care and Use Committee or its equivalent and comply with the Animal Welfare Act and all applicable USDA regulations thereunder; (E) EPA will immediately report to SANOFI-AVENTIS any serious adverse experience (i.e., an experience suggesting a significant risk to human subjects, including any finding of mutagenicity, teratogenicity, or carcinogenicity) that is observed in the course of using or testing the SANOFI-AVENTIS COMPOUNDS in animals or in vitro; and (F) EPA will report all non-serious adverse experiences to SANOFI-AVENTIS in the Results (as defined in Section 6 below) and/or any written report provided to SANOFI-AVENTIS.

3. **Provision of SANOFI-AVENTIS COMPOUNDS.** EPA acknowledges that the SANOFI-AVENTIS COMPOUNDS are experimental in nature and that they are provided "AS IS." SANOFI-AVENTIS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SANOFI-AVENTIS COMPOUNDS OR THE USE OF THE SANOFI-AVENTIS COMPOUNDS. SANOFI-AVENTIS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

4. **INFORMATION.**

A. **SANOFI-AVENTIS INFORMATION.** EPA acknowledges and agrees that any data, documents, materials or information marked as "CONFIDENTIAL" constitutes the confidential information of SANOFI-AVENTIS (collectively, "**INFORMATION**"). Except as otherwise expressly provided herein, EPA shall, to the extent permitted by law, (i) hold such INFORMATION in strict confidence; (ii) not disclose such INFORMATION to any third party, except to agents and subcontractors who "need to know;" provided, however, that such agents and subcontractors agree in writing to abide by the confidentiality and nonuse provisions regarding the INFORMATION and SANOFI-AVENTIS COMPOUNDS, as applicable, at least as stringent as those set forth in this Agreement; (iii) use such INFORMATION only as necessary in furtherance of the ToxCast™ PROGRAM and not for any other purpose; (iv) upon termination or expiration of this Agreement, destroy or return to SANOFI-AVENTIS, at SANOFI-AVENTIS' option, all tangible INFORMATION in its possession and in the possession of any agents and subcontractors, to the extent allowed by law; and (v) protect from disclosure INFORMATION received from disclosure with at least that degree of care used by EPA in dealing with its own confidential information and shall take reasonable steps to minimize the risk of an unauthorized disclosure of INFORMATION. Any oral disclosures from SANOFI-AVENTIS to EPA which SANOFI-AVENTIS wishes to be treated as confidential shall be identified as being Confidential at the time of disclosure and by written notice delivered to EPA within thirty (30) days after the date of the oral disclosure. As used in this Agreement, "**Affiliate(s)**" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with SANOFI-AVENTIS, and for this purpose, "control," "controlling" and "controlled by" shall mean the ownership and control of more than fifty percent (50%) of the outstanding voting

securities or interest in capital or profits of any person or entity, or the right to direct or control the management or affairs of any person or entity by contract or similar arrangement.

B. Exceptions to INFORMATION. The Parties acknowledge that SANOFI-AVENTIS will transfer to EPA preclinical and clinical data relating to the kinetics and toxicity of the SANOFI-AVENTIS COMPOUNDS. Such data shall be considered INFORMATION pursuant to Section 4(A). Further, INFORMATION shall not include information which: (i) is or hereafter becomes generally available to the public other than by reason of any breach hereof; (ii) was already known to EPA prior to the date of disclosure; (iii) is disclosed to EPA by a third party who has the right to disclose such information without any obligations of confidentiality; (iv) is developed by or on behalf of EPA independently and without reliance on INFORMATION received hereunder, as demonstrated by written records; or (v) is otherwise required to be disclosed by EPA in order to comply with applicable legal requirements of a public authority, law, rule of court or regulation, provided that (a) EPA promptly notifies SANOFI-AVENTIS of the obligation to disclose in order to allow SANOFI-AVENTIS to object or seek a protective order; (b) EPA only discloses the minimum amount of INFORMATION that is necessary to comply with the required disclosure; and (c) such information remains INFORMATION for all other purposes.

C. Restricted Period. These restrictions upon disclosure and use of INFORMATION shall continue during the Term (as defined in Section 9 below) and shall extend beyond the Term for a period of ten (10) years, provided, however, with respect to any INFORMATION that constitutes a trade secret (as determined under applicable law), such restrictions on disclosure and/or use shall survive the Termination Date (as defined in Section 9 below) for as long as such INFORMATION remains a trade secret but, in no event, shall such restrictions on disclosure and/or use cease prior to the expiration of ten (10) years following the Termination Date.

D. Remedies. EPA recognizes the confidential and secret nature of the INFORMATION and acknowledges that unauthorized disclosure of said INFORMATION to others may cause SANOFI-AVENTIS irreparable harm and that if SANOFI-AVENTIS becomes aware of any breach or threatened breach of this Agreement by EPA, it shall be entitled to seek injunctive relief, in addition to any other legal or equitable remedies available to it, in any court of competent jurisdiction.

5. Ownership. Title and all rights to all INFORMATION disclosed under this Agreement and to the SANOFI-AVENTIS COMPOUNDS shall remain vested in SANOFI-AVENTIS. The Parties agree that ownership of any invention, discovery, concept, idea, work of authorship, other intellectual property and/or scientific information or documentation that is conceived, developed, originated, fixed or reduced to practice by EPA in connection with the ToxCast™ PROGRAM and/or the use of INFORMATION or SANOFI-AVENTIS COMPOUNDS (collectively, "*Inventions*"), shall be determined by United States patent laws. EPA shall fully disclose to SANOFI-AVENTIS all *Inventions* conceived or reduced to practice by EPA. EPA hereby grants to SANOFI-AVENTIS and its Affiliates, a non-exclusive, royalty free license to EPA's

interest in any Inventions. EPA hereby grants to SANOFI-AVENTIS and its Affiliates an exclusive option to negotiate a worldwide, exclusive license, with the right to sublicense, to EPA's rights in any Invention. Such option shall be for a nine (9) month period commencing on the date SANOFI-AVENTIS receives written notice of the filing of a priority application claiming any such Invention, together with a copy of the patent application as filed. If SANOFI-AVENTIS elects to exercise its option, SANOFI-AVENTIS shall have one hundred eighty (180) days following the date of such exercise to negotiate in good faith terms of a license, wherein such license shall include terms common to the industry.

6. **Reports.** EPA may publish or otherwise publicly disclose the results of the ToxCast™ PROGRAM, but if SANOFI-AVENTIS has given INFORMATION to EPA, such public disclosure may be made only after SANOFI-AVENTIS has had sixty (60) days to review and comment on the proposed disclosure to determine if it includes any INFORMATION, to the extent such review period is permitted by law. The EPA will provide to SANOFI-AVENTIS in writing all results and conclusions of any research obtained by the EPA using the SANOFI-AVENTIS COMPOUNDS in the ToxCast™ PROGRAM, and EPA will not use those results and conclusions to file any patent applications that claim or protect the manufacture, use or sale of the SANOFI-AVENTIS COMPOUNDS or analogues thereof. Each Party grants to the other a non-exclusive license to use the results of the ToxCast™ PROGRAM using the SANOFI-AVENTIS COMPOUNDS in their own research. Each Party acknowledges that the results shall be made freely available to the public following the review process described in this Section 6.

7. **No License or Other Rights.** Nothing in this Agreement is to be construed as a grant of a license or any other right to EPA to utilize the INFORMATION or SANOFI-AVENTIS COMPOUNDS, except as expressly provided in this Agreement, in any way whatsoever or under any trade secret, patent or patent application owned by SANOFI-AVENTIS, unless a separate written license agreement is executed. Any modification to this Agreement, and any further contract or license agreement between EPA and SANOFI-AVENTIS regarding the INFORMATION or SANOFI-AVENTIS COMPOUNDS, shall be in writing and signed by the Parties.

8. **Representations and Warranties.** EPA represents and warrants as follows to SANOFI-AVENTIS: (A) EPA shall comply with (i) all laws and governmental rules, regulations and guidelines which are applicable to the SANOFI-AVENTIS COMPOUNDS and the use and disposal of the SANOFI-AVENTIS COMPOUNDS, including biosafety procedures, and (ii) any safety precautions accompanying the SANOFI-AVENTIS COMPOUNDS; (B) EPA is permitted to enter into this Agreement and when fully executed by the Parties this Agreement shall constitute a valid, legal and binding obligation upon EPA, enforceable in accordance with its terms; (C) the ToxCast™ PROGRAM is being conducted by EPA on its own behalf; and (D) it is not now a party to any agreement which conflicts with this Agreement and it will not knowingly enter into any agreement with any other party that would in any way conflict with this Agreement. Neither Party makes any representations that the use of the ToxCast™ PROGRAM or SANOFI-AVENTIS COMPOUNDS will not infringe any patent or proprietary rights of third parties.

9. **Term and Termination.** The term of this Agreement shall commence as of the Effective Date and, if not earlier terminated as provided herein, shall remain in full force and effect until two (2) years following the Effective Date (the "**Term**"). The termination date of this Agreement shall be either the last day of the Term or the date on which this Agreement is earlier terminated in accordance with this **Section 9** (the "**Termination Date**"). SANOFI-AVENTIS may terminate this Agreement by giving EPA thirty (30) days prior written notice of termination. Upon termination of this Agreement, EPA shall immediately discontinue any use of the SANOFI-AVENTIS COMPOUNDS and INFORMATION.

10. **Return or Destruction of SANOFI-AVENTIS COMPOUNDS.** Within twenty (20) calendar days following the Termination Date, EPA shall return to SANOFI-AVENTIS any unused SANOFI-AVENTIS COMPOUNDS, by registered mail, certified mail, or courier service together with a written certification that all unused SANOFI-AVENTIS COMPOUNDS has been returned. Alternatively, at the written request of SANOFI-AVENTIS, EPA shall destroy any unused SANOFI-AVENTIS COMPOUNDS in accordance with the requirements of 21 C.F.R. 312.160(c) and shall provide SANOFI-AVENTIS with written certification that such SANOFI-AVENTIS COMPOUNDS has been destroyed within five (5) business days following such destruction.

11. **Miscellaneous.**

A. **Publicity/Use of Name.** In all oral presentations or written publications concerning the ToxCast™ PROGRAM, EPA will acknowledge SANOFI-AVENTIS' contribution of the SANOFI-AVENTIS COPMPOUNDS unless requested otherwise by SANOFI-AVENTIS.

B. **No Further Obligations.** Notwithstanding the terms of this Agreement, no Party to this Agreement shall be obligated to enter into any further agreement with the other.

C. **Assignment.** Neither Party may assign its rights and obligations under this Agreement without the consent of the other Party.

D. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each Party and their respective affiliates, successors, legal representatives and permitted assigns.

E. **Affiliates.** SANOFI-AVENTIS provides services to its Affiliate, sanofi-aventis U.S. LLC, and sanofi-aventis U.S. LLC shall be permitted to use the services, goods or other deliverables provided hereunder to the same extent as SANOFI-AVENTIS.

F. **Survival.** The expiration or earlier termination of this Agreement shall not affect any rights or obligations of either Party accruing prior to the Termination Date.